

Approval of Agreement Between the School Board of Manatee County and Mixon & Associates for Consultative Services and Representation in Governmental Affairs

BACKGROUND INFORMATION

During the 2004 Legislative Session, Mixon & Associates provided services to the District, which involved the coordination of legislative activities, and weekly conference calls to brief the Superintendent, School Board Liaison, and key staff members on the status of legislation and budget proposals to discuss substantive issues and their impact on Manatee County Schools. Following the Session, Mixon & Associate representatives conducted a School Board Workshop to provide updated information.

ADMINISTRATIVE CONSIDERATION

The current agreement for consultative services commences on November 1, 2004 and expires October 31, 2005, with automatic renewal, unless amended or terminated with three months prior notice. The scope of services are expanded to include a Workshop to discuss legislative priorities prior to the 2005 Legislative Session; office support to District staff when in Tallahassee; to pursue funding, grants, appeals, and approvals before state agencies in Tallahassee, and other activities as set forth in the "Performance Criteria."

FISCAL IMPACT

The fiscal impact of the agreement with Mixon & Associates for consultant services is \$24,900, to be paid on a monthly basis, and is included in the Superintendent's budget.

SUPERINTENDENT'S RECOMMENDATION

The Superintendent recommends Approval of Agreement Between the School Board of Manatee County and Mixon & Associates for Consultative Services and Representation in Governmental Affairs.

ACTION REQUIRED

Motion and vote to approve the Superintendent's recommendation.

Ac
Superintendent's Office
October 18, 2004

1043440H
(03)

**AGREEMENT FOR CONSULTANT SERVICES
THE SCHOOL BOARD OF MANATEE COUNTY**

This Agreement is made and entered into this 1st day of November, 2003, by and between the School Board of Manatee County ("the Board"), and Mixon and Associates, Inc. ("the Firm").

In consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Agreement. The Board hereby retains the Firm and the Firm hereby agrees to represent the Board as set forth herein. The contact for the Firm responsible for representation of the Board on this Agreement will be M. Juhan Mixon, Ed.D., Consultant, Governmental Affairs.

2. Term. The term of this Agreement shall begin on the 1st day of November 2003 and expire on the 31st day of October, 2004. This contract shall be automatically renewed for an additional year commencing November 1, 2004 unless amended or terminated with 3 months notice prior to November 1, 2004.

3. Scope of Services. The scope of services to be rendered by the Firm shall be as set forth in "Performance Criteria" to this Agreement which is attached hereto and made a part hereof.

4. Compensation. Compensation to the Firm shall be made by the Board as follows:

a) Fees. The amount due in fees from the Board to the Firm for the term of this agreement is Fourteen Thousand, Five Hundred (\$14,500.00) dollars for the twelve (12) months. Such fee will be billed by the Firm on a monthly basis.

b) Out of Pocket Expenses. Out of pocket expenses shall be paid separately, and will be billed by the Firm and paid by the Board. Expenses will include the following: Fax Copies; Supplies; Xerox Copies; Long distance telephone calls to or on behalf of Board; Postage & Overnight delivery; travel at State rates when approved in advance by the Superintendent or primary contact person within the District.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date and year first above written.

SCHOOL BOARD OF MANATEE COUNTY

By: 
Dr. Roger Dearing, Superintendent

ATTEST

By: 

MIXON & ASSOCIATES, INC.

By: 
M. Juhan Mixon, Ed.D., President

It is understood that Board Members will be mailed updates.

ROBERT J. SHAPIRO
Approved as to
Legal Form
and Efficiency

11/3/03

EXHIBIT "PERFORMANCE CRITERIA"

Performance Criteria

GENERAL GOVERNMENT

- A. Plan for and conduct a delegation/school board workshop to discuss legislative priorities prior to the 2004 Legislative Session.
- B. Coordinate with the district liaison: activities, meetings and draft proposals to advance the legislative priorities of the school district.
- C. Develop summaries and budget analysis for the district liaison and superintendent on the impact of financial proposals which are being considered by the Legislature. Forward analysis of budget and substantive issues and their impact on Manatee Schools to the delegation and legislative staff. Maintain regular and frequent contact and report to the Manatee Delegation issues relevant to Manatee Schools while they are in Tallahassee.
- D. Provide office support to the district liaison, staff and board when in Tallahassee including meeting space, fax, phone, copies, etc.
- E. Conduct weekly conference call meetings with the district liaison, superintendent and staff to brief the district on the status of legislation and budget proposals and to take direction from the superintendent on the district's position.
- F. Represent the district before the Florida Board of Education, Department of Education and other state agencies on an ongoing basis throughout the year. Pursue funding, grants, appeals, approvals, etc., before state agencies in Tallahassee.
- G. Report on meetings, proposals, studies, etc., being released or considered by the Governor's office, the Department of Education, Chief Financial Officer, Department of Community Affairs, etc., to the district.
- H. Attend revenue estimating conferences and report results to the district for planning and budgeting purposes.
- I. Prepare an end of Session summary for the district liaison to distribute to the superintendent, finance officer and school board members.



School District of Manatee County

Submit Invoices To: Accounts Payable

P.O. Box 9069

Bradenton, Florida 34206-9069

Accounts Payable
Telephone (941) 708-8770
FAX Line (941) 708-8698

Purchasing
Telephone (941) 708-8800
FAX Line (941) 741-3647

Page - 1
Date - 11/06/03
Order No. - 104344-000 OH



SHIP TO:

SCHOOL BOARD
PO BOX 9069
BRADENTON FL 342069069

123156
MIXON AND ASSOCIATES INC
217 SOUTH ADAMS STREET
TALLAHASSEE FL 323010000

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TAX EXEMPTION NO. 51-02-028324-53C

 SUPERINTENDENT	 BUYER
---	---

Buyer - 3 Buyer #3 Taken By -
Ordered - 11/05/03 Freight - FOB - Destination
Requested - 11/05/03 Required By - 12/05/03
Reference - Trans. Orig. - CLARK1

Description / Supplier Item	Ordered	UM	Unit Cost	Extension
CONSULTANT SERVICES		EA	14,500.0000	14,500.00

11/1/03 - 10/31/04
SBMC# 86496

CONTRACT PERIOD NOVEMBER 1, 2003 THRU OCTOBER 31, 2004

NOTICE TO VENDOR

CONTACT PURCHASING FOR AUTHORITY TO SHIP IF THERE
IS A PRICE INCREASE OR IF SHIPPING CHARGE IS HIGHER
THAN 10% OF PURCHASE PRICE
FAX P.O. W/CHANGES TO 941-741-3647

RECEIVED DEC 19 2003

Total: 14,500.00

⇒ Darlene RECEIVED
NOV 17 2004

AGREEMENT
FOR CONSULTING SERVICES
WITH
THE SCHOOL BOARD OF MANATEE COUNTY

SUPERINTENDENT'S OFFICE

THIS AGREEMENT is made and entered into this 1st day of November, 2004, by and between the School Board of Manatee County (the "Board") and Mixon and Associates, Inc. (the "Firm").


IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

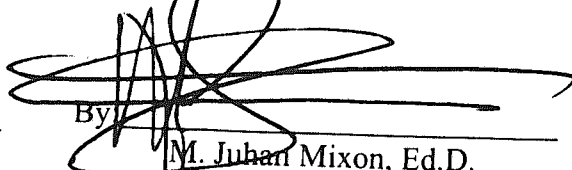
1. Agreement. The Board hereby retains the Firm and the Firm hereby agrees to represent the Board as set forth herein. The contact for the Firm responsible for representation of the Board and Superintendent on this Agreement will be M. Juhan Mixon, Ed. D., Consultant, Governmental Affairs.
2. Term. The term of this Agreement shall begin on the 1st day of November 2004 and expire on the 31st day of October, 2005. Either party may terminate this Contract for cause.
3. Scope of Services. The scope of services to be rendered by the Firm shall be as set forth in the "Performance Criteria," attached hereto as Exhibit "A" and made a part hereof.
4. Compensation. Compensation to the Firm shall be made by the Board in the amount of TWENTY FOUR THOUSAND NINE HUNDRED DOLLARS and NO/100 (\$24,900.00), payable in twelve (12) monthly payments of TWO THOUSAND SEVENTY FIVE DOLLARS and NO/100 (\$2,075.00), upon receipt of a monthly invoice from the Firm for said amount.
5. Compliance with Existing Laws. The Mixon Firm will comply with all applicable laws including, but not limited to, those laws relating to the registration of lobbyists and professional ethics.

IT WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date and year first above written.

SCHOOL BOARD OF MANATEE COUNTY

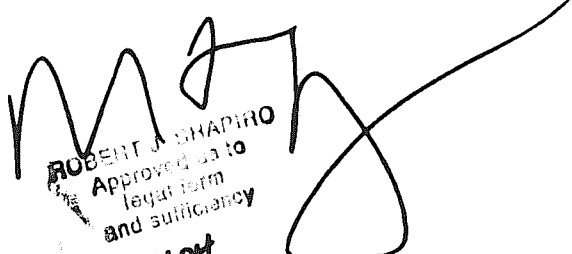
MIXON & ASSOCIATES, INC.

By: 
Roger Dearing, Superintendent

By: 
M. Juhan Mixon, Ed.D.
Managing Partner

ATTEST

By: 


ROBERT J. SHAPIRO
Approved as to
legal form
and sufficiency
11/04/04

SUPPLEMENTAL AGREEMENT

BOOK 2 PAGE 68

DATE Oct. 18, 2004

EXHIBIT "A"

PERFORMANCE CRITERIA

GENERAL GOVERNMENT

- A. Plan for and conduct a delegation/school board workshop to discuss legislative priorities prior to the 2005 Legislative Session.
- B. Coordinate with the District: activities, meetings and draft proposals to advance the legislative priorities of the School District.
- C. Develop summaries and budget analysis for the District liaison and Superintendent on the impact of financial proposals, which are being considered by the Legislature. Forward analysis of budget and substantive issues and their impact on Manatee Schools to the delegation and legislative staff. Maintain regular and frequent contact and report to the Manatee Delegation issues relevant to Manatee Schools while they are in Tallahassee.
- D. Provide office support to the District liaison, staff and board when in Tallahassee including meeting space, fax, phone copies, etc.
- E. Conduct weekly conference call meetings with the Superintendent and staff to brief the District on the status of legislation and budget proposals and to take direction from the Superintendent on the District's position.
- F. Consistent with approved School Board positions, represent the District before the Florida Board of Education, Department of Education, other state agencies and the Central Florida Coalition on an ongoing basis throughout the year. Pursue funding, grants, appeals, approvals, etc. before state agencies in Tallahassee.
- G. Report on meetings, proposals, studies, etc., being released or considered by the Governor's Office, the Department of Education, Chief Financial Officer, Department of Community Affairs, etc., to the District.
- H. Attend Revenue Estimating Conferences and report results to the District for planning and budgeting purposes.
- I. Prepare End of Session Summary for the District to distribute to the Superintendent, finance officer and school board members.



School District of Manatee County

Submit Invoices To: Accounts Payable

P.O. Box 9069

Bradenton, Florida 34206-9069

Accounts Payable
Telephone (941) 708-8770
FAX Line (941) 708-8698

Purchasing
Telephone (941) 708-8800
FAX Line (941) 741-3647

Page - 1
Date - 11/12/04
Order No. - 132767-000 OP


SHIP TO:

VEHICLE MAINTENANCE/PARTS DEPARTMENT
2800 27TH STREET EAST
BRADENTON FL 342080000

12148
PARTS PLUS INC
PO BOX 182
RUSKIN FL 335700000

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TAX EXEMPTION NO. 51-02-028324-53C

 SUPERINTENDENT	 BUYER
---	--

Buyer - 4 BUYER #4 Taken By -
Ordered - 11/11/04 Freight - FOB - Destination
Requested - 11/18/04 Required By - 11/18/04
Reference - VEHICLE MAINTENANCE STOCK Trans. Orig. - HORNIKEL

Description / Supplier Item	Ordered	UM	Unit Cost	Extension
BRASS 68X4 SEMC# V4920 Product# PARTS PLUS 68X4	4	EA	1.0000	4.00

THE SCHOOL DISTRICT OF MANATEE COUNTY OFFICES
WILL BE CLOSED
DECEMBER 20, 2004 THROUGH JANUARY 2, 2005
IN OBSERVANCE OF THE CHRISTMAS HOLIDAY

*** NO DELIVERIES WILL BE ACCEPTED DURING THIS PERIOD ***

Total: 4.00



School District of Manatee County

Submit Invoices To: Accounts Payable

P.O. Box 9069

Bradenton, Florida 34206-9069

Accounts Payable

Telephone (941) 708-8770

FAX Line (941) 708-8698

Purchasing

Telephone (941) 708-8800

FAX Line (941) 741-3647

SHIP TO:

SCHOOL BOARD

PO BOX 9069

BRADENTON FL 342069069

Page - 1
Date - 11/22/04
Order No. - 132867-000 OH

123156



MIXON AND ASSOCIATES INC

217 SOUTH ADAMS STREET

TALLAHASSEE FL 323010000

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TAX EXEMPTION NO. 51-02-028324-53C

 SUPERINTENDENT	 BUYER
---	---

Buyer - 3 Buyer #3
Ordered - 11/15/04 Freight - FOB - Destination
Requested - 11/15/04 Required By - 11/15/04
Reference - Trans. Orig. - REYNOLD1

Description / Supplier Item	Ordered	UM	Unit Cost	Extension
CONTRACTED SERVICES OTHER		EA	.0000	24,900.00
SBMC# 86496				

Contract amount approved by the Board on October 18, 2004.
Contract time begins November 1, 2004 and expires on October 31, 2005.

RECEIVED DEC 14 2004

Total: 24,900.00

**AGREEMENT FOR CONSULTANT SERVICES
THE SCHOOL BOARD OF MANATEE COUNTY**

This Agreement is made and entered into this 1st day of November, 2005, by and between the School Board of Manatee County ("the Board"), and Mixon and Associates, Inc. ("the Firm").

In consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Agreement. The Board hereby retains the Firm and the Firm hereby agrees to represent the Board as set forth herein. The contact for the Firm responsible for representation of the Board and Superintendent on this Agreement will be M. Juhan Mixon, Ed.D., Consultant, Governmental Affairs.

2. Term. The term of this Agreement shall begin on the 1st day of November 2005 and expire on the 31st day of October, 2006.

3. Scope of Services. The scope of services to be rendered by the Firm shall be as set forth in "Performance Criteria" to this Agreement which is attached hereto and made a part hereof.

4. Compensation. Compensation to the Firm shall be made by the Board as follows:

Fees. The amount due in fees from the Board to the Firm for the term of this agreement is Twenty-Four Thousand, Nine Hundred (\$24,900.00) dollars, billed in twelve monthly payments of \$2075.00 each.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date and year first above written.

SCHOOL BOARD OF MANATEE COUNTY

By:

 09.13.05
Roger Dearing, PH.D, Superintendent

By:

MIXON & ASSOCIATES, INC.


M. Juhan Mixon, Ed.D.,
Managing Partner

ATTEST

By:



EXHIBIT "PERFORMANCE CRITERIA"

Performance Criteria

GENERAL GOVERNMENT

- A. Plan for and conduct a delegation/school board workshop to discuss legislative priorities prior to the 2006 Legislative Session.
- B. Coordinate with the District: activities, meetings and draft proposals to advance the legislative priorities of the School District.
- C. Develop summaries and budget analysis for the district liaison and superintendent on the impact of financial proposals which are being considered by the Legislature. Forward analysis of budget and substantive issues and their impact on Manatee Schools to the delegation and legislative staff. Maintain regular and frequent contact and report to the Manatee Delegation issues relevant to Manatee Schools while they are in Tallahassee.
- D. Provide office support to the district liaison, staff and board when in Tallahassee including meeting space, fax, phone, copies, etc.
- E. Conduct weekly conference call meetings with the Superintendent and staff to brief the District on the status of legislation and budget proposals and to take direction from the superintendent on the district=s position.
- F. Represent the District before the Florida Board of Education, Department of Education, other state agencies and the Central Florida Coalition on an ongoing basis throughout the year. Pursue funding, grants, appeals, approvals, etc., before state agencies in Tallahassee.
- G. Report on meetings, proposals, studies, etc., being released or considered by the Governor=s office, the Department of Education, Chief Financial Officer, Department of Community Affairs, etc., to the District.
- H. Attend Revenue Estimating Conferences and report results to the District for planning and budgeting purposes.
- I. Prepare End of Session Summary for the District to distribute to the Superintendent, finance officer and school board members.

**AGREEMENT FOR CONSULTANT SERVICES
THE SCHOOL BOARD OF MANATEE COUNTY**

This Agreement is made and entered into this 1st day of November, 2006, by and between the School Board of Manatee County ("the Board"), and Mixon and Associates, Inc. ("the Firm").

In consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Agreement. The Board hereby retains the Firm and the Firm hereby agrees to represent the Board as set forth herein. The contact for the Firm responsible for representation of the Board and Superintendent on this Agreement will be M. Juhan Mixon, Ed.D., Consultant, Governmental Affairs.

2. Term. The term of this Agreement shall begin on the 1st day of November 2006 and expire on the 31st day of October, 2007.

3. Scope of Services. The scope of services to be rendered by the Firm shall be as set forth in "Performance Criteria" to this Agreement which is attached hereto and made a part hereof.

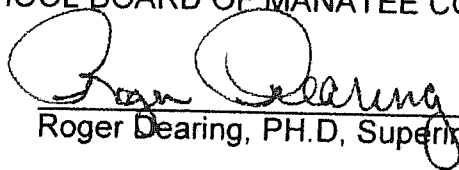
4. Compensation. Compensation to the Firm shall be made by the Board as follows:

Fees. The amount due in fees from the Board to the Firm for the term of this agreement is Twenty-Four Thousand, Nine Hundred (\$24,900.00) dollars, billed in twelve monthly payments of \$2075.00 each.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date and year first above written.

SCHOOL BOARD OF MANATEE COUNTY

By:


Roger Dearing, PH.D, Superintendent

MIXON & ASSOCIATES, INC.

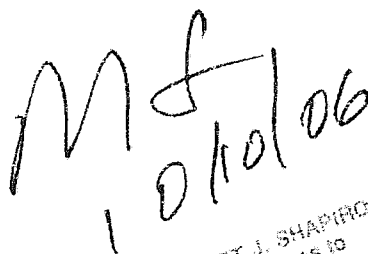
By:


M. Juhan Mixon, Ed.D.,
Managing Partner

ATTEST

By:


Marilyn Clark


MS
10/10/06

ROBERT J. SHAPIRO
Approved as to
legal form
and sufficiency

EXHIBIT "PERFORMANCE CRITERIA"

Performance Criteria

GENERAL GOVERNMENT

- A. Plan for and conduct a delegation/school board workshop to discuss legislative priorities prior to the 2007 Legislative Session.
- B. Coordinate with the District: activities, meetings and draft proposals to advance the legislative priorities of the School District.
- C. Develop summaries and budget analysis for the district liaison and superintendent on the impact of financial proposals which are being considered by the Legislature. Forward analysis of budget and substantive issues and their impact on Manatee Schools to the delegation and legislative staff. Maintain regular and frequent contact and report to the Manatee Delegation issues relevant to Manatee Schools while they are in Tallahassee.
- D. Provide office support to the district liaison, staff and board when in Tallahassee including meeting space, fax, phone, copies, etc.
- E. Conduct weekly conference call meetings with the Superintendent and staff to brief the District on the status of legislation and budget proposals and to take direction from the superintendent on the district's position.
- F. Represent the District before the Florida Board of Education, Department of Education, other state agencies and the Central Florida Coalition on an ongoing basis throughout the year. Pursue funding, grants, appeals, approvals, etc., before state agencies in Tallahassee.
- G. Report on meetings, proposals, studies, etc., being released or considered by the Governor's office, the Department of Education, Chief Financial Officer, Department of Community Affairs, etc., to the District.
- H. Attend Revenue Estimating Conferences and report results to the District for planning and budgeting purposes.
- I. Prepare End of Session Summary for the District to distribute to the Superintendent, finance officer and school board members.

Good morning Dr. D!

Juhan asked that I forward the attached contract to you regarding the Special Session that is soon to arrive. If all looks okay to you, would you please print two (2) copies, sign both and mail them to me at the address below. I then will have Juhan sign them & return your copy to you. Feel free to call me if you have any questions/changes. Thanks and have a terrific LOOOONG weekend!

--

Leslie Schmitt
Executive Assistant
Mixon & Associates
119 E Park Avenue
Tallahassee, FL 32301
P=850/222-2591
M=850/345-0959
F=850/425-5268
email: leslie@mixonandassociates.com

AGREEMENT FOR CONSULTANT SERVICES
MANATEE AND MIXON & ASSOCIATES, INC.

This Agreement is made and entered into this 1st day of June, 2007 by and between the School Board of Manatee County (hereinafter known as "Manatee") and Mixon & Associates, Inc. (hereinafter known as the "Firm").

1. Agreement – Mixon & Associates will represent Manatee regarding any proposed legislation during the Special Session(s) of 2007 that is to include Tax Reform. Representation will commence as of June 1, 2007 and continue until the 2007 Special Legislative Session(s) expires.

The amount due from Manatee to the Firm for this Agreement shall be five thousand (\$5,000) dollars which will be paid in full in 1 installment. The fee is due upon signing of the contract.

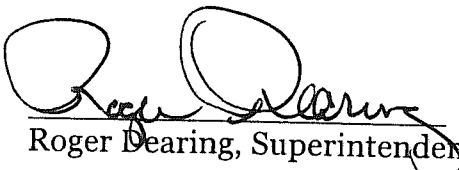
Mixon & Associates will communicate with Manatee and its representatives on a daily basis. Written reports will be forwarded as appropriate.

The Firm will draft amendments, brief legislators and work with leadership and staff to negate harmful legislation and protect the interests of Manatee.

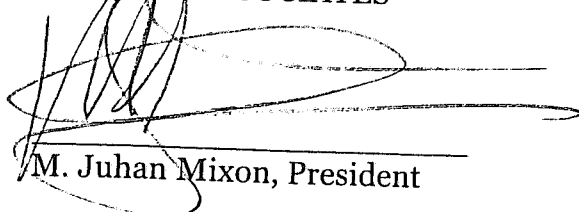
2. Staff – The responsible staff assigned to this contract will be Dr. Juhan Mixon and Dr. Henry Boekhoff.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized as of the date and year first above written.

MANATEE


Roger Dearing, Superintendent

MIXON & ASSOCIATES


M. Juhan Mixon, President


6/6/07

ROBERT J. SEARLES
Approved as to
legality
and execution

②

**REQUEST FOR REVIEW AND APPROVAL OF
CONTRACT FOR SERVICES WITH SCHOOL BOARD OF MANATEE COUNTY**

(Please submit this cover sheet with your contract when the contract DOES NOT require School Board approval.)

DATE: 6-1-07

TO: Robert J. Shapiro, Staff Attorney

FROM: Dr. Roger Dearing

DEPT: Supt. Office

Matter No. _____
(For Office Use Only)

PHONE: X2260

Name of vendor: Mixon & Associates

Brief description of services being provided under contract: _____

Legislative Representation

Contract amount: \$5,000

This is a: ☐ New Contract

☐ Amended Contract*

☒ Renewal Contract*

*Please attach current contract to be amended or renewed and indicate changes

This contract was initiated/drafted by:

☐ SBMC Employee _____

(Name, Worksite and Phone No.)

☒ Vendor Mixon & Assoc.

850-345-0959

(Name and Phone No.)

PLEASE RETURN APPROVED AND SIGNED CONTRACT TO:

Tim Mc.

Name

Finance

School/Department

X 2109

Contact No.

NOTE: The person receiving the approved contract will be responsible for sending a copy of this contract to purchasing and that a P.O. Requisition has been entered, if applicable.



**REQUEST FOR REVIEW AND APPROVAL OF
CONTRACT FOR SERVICES WITH SCHOOL BOARD OF MANATEE COUNTY**

(Please submit this cover sheet with your contract when the contract DOES NOT require School Board approval.)

DATE: 6/01/07

TO: Robert J. Shapiro, Staff Attorney

FROM: Dr. Dearing

PHONE: ext

DEPT: Supt.

Matter No. _____
(For Office Use Only)

Name of vendor: Mixon & Associates

Brief description of services being provided under contract: Legislative representation

Contract amount: \$5,000

This is a: ☐ New Contract

☐ Amended Contract*

☒ Renewal

**Please attach current contract to be amended or renewed and indicate changes*

This contract was initiated/drafted by:

☒ SBMC Employee:

(Name, Worksite and Phone No.)

☒ Vendor:

(Name and Phone No.)

PLEASE RETURN APPROVED AND SIGNED CONTRACT TO:

Dr. Dearing

Superintendent

Name

School/Department

Contact No.

NOTE: The person receiving the approved contract will be responsible for sending a copy of this contract to purchasing and that a P.O. Requisition has been entered, if applicable.

**AMENDED AGREEMENT FOR CONSULTANT SERVICES
THE SCHOOL BOARD OF MANATEE COUNTY**

This Agreement is made and entered into this 1st day of November, 2007, by and between the School Board of Manatee County ("the Board"), and Mixon and Associates, Inc. ("the Firm").

In consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Agreement. The Board hereby retains the Firm and the Firm hereby agrees to represent the Board as set forth herein. The contact for the Firm responsible for representation of the Board and Superintendent on this Agreement will be M. Juhan Mixon, Ed.D., Consultant, Governmental Affairs.

2. Term. The term of this Agreement shall begin on the 1st day of November 2007 and expire on the 31st day of October, 2008.

3. Scope of Services. The scope of services to be rendered by the Firm shall be as set forth in "Performance Criteria" to this Agreement which is attached hereto and made a part hereof.

4. Compensation. Compensation to the Firm shall be made by the Board as follows:

A. Fees. The amount due in fees from the Board to the Firm for the term of this agreement is Twenty-Six Thousand, Nine Hundred (\$26,900.00) dollars, billed in twelve monthly payments of \$2,241.67 each.

B. Out of Pocket Expenses. Out of pocket expenses shall be paid in addition to the "fees". Expenses included are: Travel at State rates. All Travel must be approved in advance by the Superintendent and/or his designee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date and year first above written.

SCHOOL BOARD OF MANATEE COUNTY

By: _____

Roger Dearing, Ed.D., Superintendent

ATTEST

By: _____

MM
10/17/07

ROBERT J. SHAPIRO
Approved as to
legal form
and sufficiency

MIXON & ASSOCIATES, INC.

By: _____

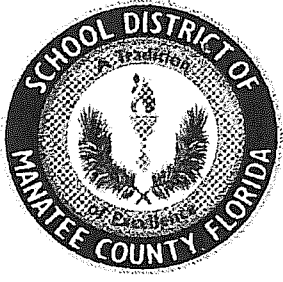
M. Juhan Mixon, Ed.D., Managing Partner

EXHIBIT "PERFORMANCE CRITERIA"

Performance Criteria

GENERAL GOVERNMENT

- A. Plan for and conduct a delegation/school board workshop to discuss legislative priorities prior to the 2008 Legislative Session.
- B. Coordinate with the District: activities, meetings and draft proposals to advance the legislative priorities of the School District.
- C. Develop summaries and budget analysis for the district liaison and superintendent on the impact of financial proposals which are being considered by the Legislature. Forward analysis of budget and substantive issues and their impact on Manatee Schools to the delegation and legislative staff. Maintain regular and frequent contact and report to the Manatee Delegation issues relevant to Manatee Schools while they are in Tallahassee.
- D. Provide office support to the district liaison, staff and board when in Tallahassee including meeting space, fax, phone, copies, etc.
- E. Conduct weekly conference call meetings with the Superintendent and staff to brief the District on the status of legislation and budget proposals and to take direction from the superintendent on the district's position.
- F. Represent the District before the Florida Board of Education, Department of Education, other state agencies and the Central Florida Coalition on an ongoing basis throughout the year. Pursue funding, grants, appeals, approvals, etc., before state agencies in Tallahassee.
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- H. Attend Revenue Estimating Conferences and report results to the District for planning and budgeting purposes.
- I. Prepare End of Session Summary for the District to distribute to the Superintendent, finance officer and school board members.



SCHOOL BOARD

Harry G. Kinnan
Chairman

Barbara A. Harvey
Vice Chairman

Robert C. Gause

Walter E. Miller

Jane R. Pfeilsticker

SUPERINTENDENT

Dr. Roger Dearing

SCHOOL DISTRICT OF MANATEE COUNTY

October 23, 2007

Dr. M. Juhan Mixon
Mixon and Associates
P.O. Box 10524
Tallahassee, FL 32302

Dear Dr. Mixon:

Enclosed you will find the executed 2007-2008 Agreement for the School Board of Manatee County, which was approved at the Board meeting last night. Please countersign and return the original to us in the enclosed envelope.

Thank you. We look forward to a great year!

Sincerely,

Lyn Lego
Administrative Associate,
School Board Office

Encl.

P.O. Box 9069
Bradenton, Florida
34206-9069
215 Manatee Ave. W.
Bradenton, FL
34205
PH. (941) 708-8770
FAX. (941) 708-8686
www.manateeschools.net

**AGREEMENT FOR CONSULTANT SERVICES
THE SCHOOL BOARD OF MANATEE COUNTY**

This Agreement is made and entered into this 1st day of November, 2008, by and between the School Board of Manatee County ("the Board"), and Mixon and Associates, Inc. ("the Firm").

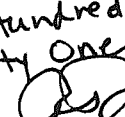
In consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Agreement. The Board hereby retains the Firm and the Firm hereby agrees to represent the Board as set forth herein. The contact for the Firm responsible for representation of the Board and Superintendent on this Agreement will be M. Juhan Mixon, Ed.D., Consultant, Governmental Affairs.

2. Term. The term of this Agreement shall begin on the 1st day of November 2008 and expire on the 31st day of October, 2009.

3. Scope of Services. The scope of services to be rendered by the Firm shall be as set forth in "Performance Criteria" to this Agreement which is attached hereto and made a part hereof.

4. Compensation. Compensation to the Firm shall be made by the Board as follows:

A. Fees. The amount due in fees from the Board to the Firm for the term of this agreement is Twenty-Six Thousand, ~~Nine Hundred~~ ^{Six Hundred} (\$26,631.00) dollars, billed in twelve monthly ~~payments~~ ^{Thirty One} of \$2,219.25 each. 

B. Out of Pocket Expenses. Out of pocket expenses shall be paid in addition to the "fees". Expenses included are: Travel at State rates. All Travel must be approved in advance by the Superintendent and/or his designee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date and year first above written.

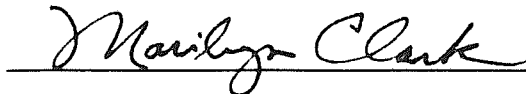
SCHOOL BOARD OF MANATEE COUNTY

By:


Roger Dearing, PH.D, Superintendent

ATTEST

By:


Marilyn Clark

MIXON & ASSOCIATES, INC.

By:

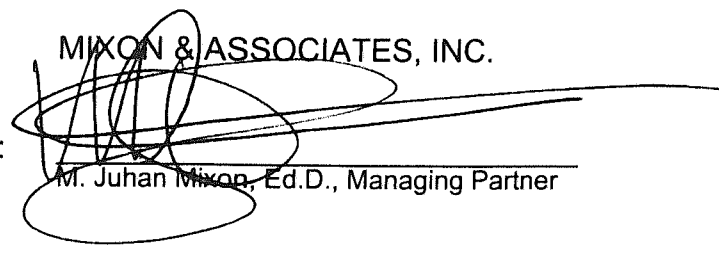

M. Juhan Mixon, Ed.D., Managing Partner

EXHIBIT "PERFORMANCE CRITERIA"

Performance Criteria

GENERAL GOVERNMENT

- A. Plan for and conduct a delegation/school board workshop to discuss legislative priorities prior to the 2008 Legislative Session.
- B. Coordinate with the District: activities, meetings and draft proposals to advance the legislative priorities of the School District.
- C. Develop summaries and budget analysis for the district liaison and superintendent on the impact of financial proposals which are being considered by the Legislature. Forward analysis of budget and substantive issues and their impact on Manatee Schools to the delegation and legislative staff. Maintain regular and frequent contact and report to the Manatee Delegation issues relevant to Manatee Schools while they are in Tallahassee.
- D. Provide office support to the district liaison, staff and board when in Tallahassee including meeting space, fax, phone, copies, etc.
- E. Conduct weekly conference call meetings with the Superintendent and staff to brief the District on the status of legislation and budget proposals and to take direction from the superintendent on the district's position.
- F. Represent the District before the Florida Board of Education, Department of Education, other state agencies and the Central Florida Coalition on an ongoing basis throughout the year. Pursue funding, grants, appeals, approvals, etc., before state agencies in Tallahassee.
- G. Report on meetings, proposals, studies, etc., being released or considered by the Governor's office, the Department of Education, Chief Financial Officer, Department of Community Affairs, etc., to the District.
- H. Attend Revenue Estimating Conferences and report results to the District for planning and budgeting purposes.
- I. Prepare End of Session Summary for the District to distribute to the Superintendent, finance officer and school board members.